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7 || Counsel for Plaintiff, Jiuzhou Jena Co., LTD;

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

JIUZHOU JENA CO., LTD, a
Delaware Corporation,

14 || Plaintiff.

15 | V

16 EZSUPPLY INC., a Nevada
17 Corporation d/b/a EZ
18 CORPORATION and DOES 1-10,
19 Inclusive,

10 || Defendants.

Case Number

ORIGINAL COMPLAINT

For:

- (1) Breach of Written Contracts;**
 - (2) Breach of Oral Contracts;**
 - (3) Money Due and Owing;**
 - (4) For Account Stated; Book Account; and For Goods, Wares and Merchandise Sold and Delivered; and**
 - (5) Unjust Enrichment; Quantum Meruit.**

ORIGINAL COMPLAINT

COMES NOW Plaintiff Jiuzhou Jena Co., LTD. and, based upon knowledge of its own acts and upon information and belief with respect to the acts of others, alleges:

INTRODUCTION

6 Defendants ordered consumer electronics, namely televisions, from Plaintiff,
7 through the issuance of written purchase orders. Plaintiff delivered the televisions to
8 Defendants. The total amount that remains due and owing is \$5,732,475.50. Plaintiff
9 delivered the goods as ordered and fully complied with all oral and written agreements
10 concerning the delivery of the goods.

11 DOES 1-10, all of them and some of them, consist of the ownership and
12 management of EZSupply, Inc., which was undercapitalized, failed to respect that
13 corporation as a separate entity and, accordingly, are each the alter ego of EZSupply,
14 Inc.

JURISDICTION AND VENUE

17 1. This court has jurisdiction pursuant to 28 U.S.C. § 1332(a) because the
18 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and
19 costs, and is between citizens of different States, namely, the matter in controversy
20 exceeds \$5 Million; plaintiff is a Delaware corporation with its principal place of
21 business in Texas and no office in Nevada; and Defendant is a Nevada corporation
22 with its principal offices in Nevada and no offices in either Delaware or Texas.

23 2. This dispute arises out of contracts founded upon a series of written
24 instruments, true copies of which are attached hereto as Exhibits 1001-1009.

1 3. Venue is proper in this court because the principal offices of Defendant
2 EZSupply, Inc. are in Clark County, Nevada and the defendants reside in Clark
3 County, Nevada and because All the rights asserted and sued upon herein arise out of
4 obligations incurred and agreed to be performed within the County of Clark, State of
5 Nevada. 28 U.S.C. § b(1-2).

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PARTIES

8 4. JIUZHOU JENA CO., LTD is a corporation, organized and existing
9 under the laws of the state of Delaware, with its principal office in Collin County,
10 Texas, which sometimes will be referenced herein as “JIUZHOU” or “Plaintiff.”

11 5. EZSUPPLY INC. is a corporation, organized and existing under the laws
12 of the state of Nevada (although presently in “revoked” status by the Secretary of
13 State) with its principal office in Clark County, Nevada, which sometimes uses the
14 unregistered fictitious business name of “EZ CORPORATION” and which sometimes
15 will be referenced herein as “EZ CORPORATION.”

16 6. Plaintiff is not informed of the true names and capacities of the
17 Defendants sued herein by the fictitious names DOES 1-10 and therefore sues those
18 Defendants by such fictitious names pursuant to Rule 10 of the Nevada Rules of Civil
19 Procedure. Plaintiff will amend this Complaint to allege their true names and
20 capacities when ascertained. Plaintiff is informed and believes and thereon alleges
21 that each of the fictitiously named Defendants is responsible in some manner for the
22 occurrences herein alleged, and that Plaintiff’s damages as alleged were caused by the
23 acts and/or omissions of such Defendants and each of them.

24 7. Plaintiff is informed and believes and thereon alleges that each of the
25 Defendants was the agent, employee, conspirator, and/or joint venturer of the

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1 remaining Defendants, and in doing the things or in failing to do the things hereinafter
2 alleged, each Defendant was acting within the course and scope of such agency,
3 employment, conspiracy and/or joint venture with the advance knowledge,
4 acquiescence or subsequent ratification of each and every remaining Defendant.

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ALTER EGO

7 8. Defendant EZ CORPORATION (1) was and is influenced and governed
8 by DOES 1-10, inclusive, and each of them; (2) there was and is such unity of interest
9 and ownership that DOES 1-10, inclusive are and each of them is inseparable from
10 Defendant EZ CORPORATION; and (3) the facts were and are such that adherence
11 to the fiction of separate entity would, under the circumstances, sanction a fraud and
12 promote injustice.

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FACTS COMMON TO ALL CLAIMS FOR RELIEF

15 9. Within four (4) years last past, Plaintiff JIUZHOU sold and delivered to
16 Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and each of
17 them, goods, wares and merchandise, the reasonable value of which said Defendants
18 EZ CORPORATION and DOES 1 through 10, inclusive, and each of them, agreed to
19 pay to Plaintiff JIUZHOU.

20 10. More specifically, Exhibits 1001-1009 hereto (the "Purchase Orders"),
21 which are incorporated by reference as if fully set forth here and herein, each consists
22 of a written purchase order, a written instrument signed by and on behalf of
23 Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and each of
24 them. Plaintiff JIUZHOU delivered goods as ordered and performed all other
25 obligations arising from the contract created by each of those purchase orders.

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1 11. Although demand has been made upon Defendants EZ CORPORATION,
2 and DOES 1 through 10, inclusive, and each of them, there is now due, owing and
3 unpaid to Plaintiff JIUZHOU, from Defendants EZ CORPORATION and DOES 1
4 through 10, inclusive, and each of them, the sum of \$5,732,475.50, together with
5 interest thereon, according to proof.

6 12. There is no agreement establishing interest rates on amounts due as
7 alleged herein. Accordingly, Plaintiff JIUZHOU is entitled to and therefore demands
8 interest on any judgment at the rate established by statute, *e.g.*, Nev. Rev. Stat. 99.040.

FIRST CLAIM FOR RELIEF

Breach of Written Contracts

(Against Defendants EZ Corporation

And, Separately Based upon Alter Ego, Against Does 1-10, Inclusive)

13. All previous allegations of this Complaint are re-alleged and incorporated
by reference as if fully set forth here.

17 14. Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and
18 each of them, on the one hand and, on the other hand, Plaintiff JIUZHOU entered into
19 a series of written contracts created by the Purchase Orders whereby Plaintiff
20 JIUZHOU was to deliver specified items of consumer electronic products to
21 Defendants EZ CORPORATION and DOES 1 through 10, inclusive; and, in return,
22 Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and each of
23 them, were to pay to Plaintiff JIUZHOU an amount of money specified in the
24 Purchase Orders within 60 days after delivery of the goods specified in the Purchase
25 Orders. Plaintiff JIUZHOU performed all of its duties and obligations under each and

1 every written agreement created by each Purchase Order, except to the extent that
2 such performance was waived, excused or prevented by reason of the acts and
3 omissions of Defendants EZ CORPORATION, and DOES 1 through 10, inclusive,
4 and each of them. Defendant EZ CORPORATION has not performed all of the
5 conditions, covenants and promises under the agreements, namely, it paid
6 \$5,732,475.50 less than was required under the written contracts created by the
7 Purchase Orders together with the ensuing shipments of the merchandise specified
8 therein.

9 15. Accordingly, the amount of five million, seven hundred thirty-two
10 thousand, four hundred seventy-five dollars and fifty cents (\$5,732,475.50) is due,
11 owing and unpaid thereunder.

12 16. As a direct and proximate result of that failure, Plaintiff JIUZHOU was
13 damaged in the amount of five million, seven hundred thirty-two thousand, four
14 hundred seventy-five dollars and fifty cents (\$5,732,475.50), plus interest, according
15 to proof.

SECOND CLAIM FOR RELIEF

Breach of Oral Contracts

(Against Defendants EZ Corporation

And, Separately Based upon Alter Ego, Against Does 1-10, Inclusive)

21 17. All previous allegations of this Complaint are re-alleged and incorporated
22 by reference as if fully set forth here.

23 18. Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and
24 each of them, on the one hand and, on the other hand, Plaintiff JIUZHOU entered into
25 a series of oral contracts created by the Purchase Orders whereby Plaintiff JIUZHOU

1 was to deliver specified items of consumer electronic products to Defendants EZ
2 CORPORATION and DOES 1 through 10, inclusive; and, in return, Defendants EZ
3 CORPORATION and DOES 1 through 10, inclusive, and each of them, were to pay
4 to Plaintiff JIUZHOU an amount of money specified in the Purchase Orders within
5 60 days after delivery of the goods specified in the Purchase Orders. Plaintiff
6 JIUZHOU performed all of its duties and obligations under the each and every oral
7 agreement created by each Purchase Order, except to the extent that such
8 performance was waived, excused or prevented by reason of the acts and omissions
9 of Defendants EZ CORPORATION, and DOES 1 through 10, inclusive, and each of
10 them. Defendant EZ CORPORATION has not performed all of the conditions,
11 covenants and promises under the agreements, namely, it paid \$5,732,475.50 less than
12 was required under the oral contracts created by the Purchase Orders together with the
13 ensuing shipments of the merchandise specified therein.

14 19. Accordingly, the amount of five million, seven hundred thirty-two
15 thousand, four hundred seventy-five dollars and fifty cents (\$5,732,475.50) is due,
16 owing and unpaid thereunder.

17 20. As a direct and proximate result of that failure, Plaintiff JIUZHOU was
18 damaged in the amount of five million, seven hundred thirty-two thousand, four
19 hundred seventy-five dollars and fifty cents (\$5,732,475.50), plus interest, according
20 to proof.

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THIRD CLAIM FOR RELIEF
Money Due and Owing
(Against Defendants EZ Corporation

And, Separately Based upon Alter Ego, Against Does 1-10, Inclusive)

21. All previous allegations of this Complaint are re-alleged and incorporated by reference as if fully set forth here.

7 22. Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and
8 each of them, on the one hand and, on the other hand, Plaintiff JIUZHOU entered into
9 a series of written contracts created by the Purchase Orders whereby Plaintiff
10 JIUZHOU was to deliver specified items of consumer electronic products to
11 Defendants EZ CORPORATION and DOES 1 through 10, inclusive; and, in return,
12 Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and each of
13 them, were to pay to Plaintiff JIUZHOU an amount of money specified in the
14 Purchase Orders within 60 days after delivery of the goods specified in the Purchase
15 Orders. Plaintiff JIUZHOU performed all of its duties and obligations under the each
16 and every written agreement created by each Purchase Order, except to the extent
17 that such performance was waived, excused or prevented by reason of the acts and
18 omissions of Defendants EZ CORPORATION, and DOES 1 through 10, inclusive,
19 and each of them. Defendant EZ CORPORATION has not performed all of the
20 conditions, covenants and promises under the agreements, namely, it paid
21 \$5,732,475.50 less than was required under the written contracts created by the
22 Purchase Orders together with the ensuing shipments of the merchandise specified
23 therein.

1 23. Accordingly, the amount of five million, seven hundred thirty-two
2 thousand, four hundred seventy-five dollars and fifty cents (\$5,732,475.50) is due,
3 owing and unpaid thereunder.

4 24. As a direct and proximate result of that failure, Plaintiff JIUZHOU was
5 damaged in the amount of five million, seven hundred thirty-two thousand, four
6 hundred seventy-five dollars and fifty cents (\$5,732,475.50), plus interest, according
7 to proof.

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FOURTH CLAIM FOR RELIEF

10 **For Account Stated; Book Account; and**

11 **For Goods, Wares and Merchandise Sold and Delivered**

12 **(Against Defendants EZ Corporation**

13 **And, Separately Based upon Alter Ego, Against Does 1-10, Inclusive)**

14 25. All previous allegations of this Complaint are re-alleged and incorporated
15 by reference as if fully set forth here.

16 26. Defendant EZ CORPORATION became indebted to Plaintiff JIUZHOU (a)
17 within the last four (4) years on an open book account for money due; (b) because an account
18 was stated in writing by and between Plaintiff JIUZHOU and Defendant EZ
19 CORPORATION in which it was agreed that Defendant EZ CORPORATION was indebted
20 to Plaintiff JIUZHOU; (c) for goods, wares, and merchandise sold and delivered to
21 Defendant EZ CORPORATION and for which Defendant EZ CORPORATION promised
22 to pay Plaintiff JIUZHOU; and/or (d) for money paid out, laid out, and expended by Plaintiff
23 JIUZHOU to or for Defendant EZ CORPORATION at Defendant EZ CORPORATION's
24 special request.

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1 27. By virtue of the foregoing, Defendant EZ CORPORATION is indebted to
2 Plaintiff JIUZHOU for the reasonable value of (a) money due on the open book account; (b)
3 money due on the account stated; (c) the goods, wares, and merchandise sold and delivered;
4 and/or (d) the money paid out, laid out, and expended, all of which are due and unpaid,
5 despite Plaintiff JIUZHOU's demand, the total of which reasonable value is five million,
6 seven hundred thirty-two thousand, four hundred seventy-five dollars and fifty cents
7 (\$5,732,475.50), plus interest, according to proof.

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FIFTH CLAIM FOR RELIEF

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Unjust Enrichment; Quantum Meruit

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(Against Defendants EZ Corporation

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And, Separately Based upon Alter Ego, Against Does 1-10, Inclusive)

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28. All previous allegations of this Complaint are re-alleged and incorporated
14 by reference as if fully set forth here.

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29. This court has equitable powers to correct injustice and unjust
16 enrichment. Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and
17 each of them, on the one hand and, on the other hand, Plaintiff JIUZHOU entered into
18 a series of written contracts created by the Purchase Orders whereby Plaintiff
19 JIUZHOU was to deliver specified items of consumer electronic products to
20 Defendants EZ CORPORATION and DOES 1 through 10, inclusive; and, in return,
21 Defendants EZ CORPORATION and DOES 1 through 10, inclusive, and each of
22 them, were to pay to Plaintiff JIUZHOU an amount of money specified in the
23 Purchase Orders within 60 days after delivery of the goods specified in the Purchase
24 Orders. Plaintiff JIUZHOU performed all of its duties and obligations under the each
25 and every written agreement created by each Purchase Order. Defendant EZ

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1 CORPORATION has not performed all of the conditions, covenants and promises
2 under the agreements, namely, it paid \$5,732,475.50 less than was required under the
3 written contracts created by the Purchase Orders together with the ensuing shipments
4 of the merchandise specified therein.

5 30. Accordingly, the amount of five million, seven hundred thirty-two
6 thousand, four hundred seventy-five dollars and fifty cents (\$5,732,475.50) is due,
7 owing and unpaid thereunder.

8 31. As a direct and proximate result of that failure, Plaintiff JIUZHOU was
9 damaged in the amount of five million, seven hundred thirty-two thousand, four
10 hundred seventy-five dollars and fifty cents (\$5,732,475.50), plus interest, according
11 to proof.

12 32. The amount now due, owing and unpaid from Defendants EZ
13 CORPORATION, and DOES 1through 10, inclusive, and each of them, to Plaintiff
14 JIUZHOU is the sum of \$5,732,475.50, plus interest, for the goods delivered by
15 Plaintiff to Defendants.

16 33. Thus, Defendant EZ CORPORATION has been unjustly enriched in the
17 amount of \$5,732,475.50.

18 34. As a direct and proximate result of that failure to pay money due and
19 owing, Plaintiff JIUZHOU was damaged in the amount of \$5,732,475.50, plus
20 interest, according to proof.

DEMAND FOR RELIEF

22 A. On the First Claim for Relief, a judgment in favor of Plaintiff JIUZHOU
23 and, jointly and severally against Defendants EZ CORPORATION and DOES 1
24 through 10, inclusive, and each of them, in excess of \$10,000, plus pre-judgment and
25 post-judgment interest as allowed by law.

1 B. On the Second Claim for Relief, a judgment in favor of Plaintiff
2 JIUZHOU and, jointly and severally against Defendants EZ CORPORATION and
3 DOES 1 through 10, inclusive, and each of them, in excess of \$10,000, plus pre-
4 judgment and post-judgment interest as allowed by law.

5 C. On the Third Claim for Relief, a judgment in favor of Plaintiff JIUZHOU
6 and, jointly and severally against Defendants EZ CORPORATION and DOES 1
7 through 10, inclusive, and each of them, in excess of \$10,000, plus pre-judgment and
8 post-judgment interest as allowed by law.

9 D. On the Fourth Claim for Relief, a judgment in favor of Plaintiff
10 JIUZHOU and, jointly and severally against Defendants EZ CORPORATION and
11 DOES 1 through 10, inclusive, and each of them, in excess of \$10,000, plus pre-
12 judgment and post-judgment interest as allowed by law.

13 E. On the Fifth Claim for Relief, a judgment in favor of Plaintiff JIUZHOU
14 and, jointly and severally against Defendants EZ CORPORATION and DOES 1
15 through 10, inclusive, and each of them, in excess of \$10,000, plus pre-judgment and
16 post-judgment interest as allowed by law.

17 F. On all Claims for Relief, costs of court in favor of Plaintiff JIUZHOU
18 and against Defendants EZ CORPORATION, DOES 1-10, inclusive and each of them
19 as allowed by law.

20 G. All other relief that the court may find is justified by the pleadings and
21 evidence.

22 | Dated: January 26, 2016. Respectfully Submitted.

CLYDE DeWITT
LAW OFFICES OF CLYDE DeWITT, APC

By: /s/ *Clyde DeWitt*

Clyde DeWitt

Counsel for Plaintiff, Jiuzhou Jena Co., LTD

EXHIBITS 1001-1009

Purchase Orders